



RFP # 26-6-JA

Tejano Center for Community Concerns

Request for Proposals: Seeking firms to provide consulting and contracted services to Tejano Center for Community Concerns

Date Issued: August 14, 2026

Date Due: September 15, 2026, by 2:00 PM

Contact: Marcia Leiva, Chief Financial Officer
purchasing@tejanocenter.org or (713) 640-3793



Proposals Due: September 15, 2026

*Submissions received after **2:00 PM CST** on 9/15/26 will **not** be considered for review.*

Request for Proposals

COVER SHEET

Request for Proposal:

The Raul Yzaguirre Schools for Success ("District") is soliciting proposals from qualified, licensed, and experienced service providers to deliver services across five (5) campuses located in Houston, Texas and one in Brownsville, Texas. The district is seeking qualified specialized service providers to support the implementation of grant-funded afterschool and expanded learning services as well as other categories of consultants for the school and programs.

Note to Proposers: *Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples and return as instructed in Special Requirements/Instructions.*

RETURN PROPOSAL TO:

ATTN: Purchasing Office

RFP 26-6-JA

via email at purchasing@tejanocenter.org

RFP 26-6-JA ATTN: Purchasing Office

2950 Broadway Street

Houston, Texas 77017

For additional information, contact Purchasing Office - at purchasing@tejanocenter.org

Firm Information:

You must sign below in INK; failure to sign will disqualify the proposal. All prices must be typewritten or written in ink.

Firm Name: _____

Firm Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone No. : _____ FAX No.: _____

Email: _____

Print Name: _____ Signature: _____

[Your signature attests to your proposal to provide the services in this proposal according to the published provisions of this Request for Proposals unless modifications or alterations are clearly noted in your proposal submission.]

TEJANO CENTER FOR COMMUNITY CONCERNS

SCOPE AND SPECIFICATIONS

August 14, 2026

RFP # 26-6-JA Advisors, Consultants and Speakers

The Raul Yzaguirre Schools for Success ("District") is soliciting proposals from qualified service providers to deliver various types of services across five (5) campuses located in Houston, Texas and Brownsville, Texas.

The scope of services may include the following categories of services.

Category 1:

Youth Services for Afterschool and Summer Programs under Project Embrace for a grant from the Texas Education Agency.

The Tejano Center is currently accepting proposals from service providers qualified to provide Contracted Services out-of-school time programs during the out-of-school timeframe. Services must integrate numeracy/ literacy activities or other learning objectives into the vendor's content area of expertise. Services can serve youth in grades K-12 and/or their respective adult/family members. Vendors must be able to provide their services inside an existing out-of-school time program which can include summer camps, daycares, schools, parks programs, and college/university campuses throughout Harris and surrounding counties.

Tejano Center is seeking qualified specialized service providers to support the implementation of grant-funded afterschool and expanded learning services. Providers may include, but are not limited to, organizations with experience in student wellness, mental health support, parent coaching, family engagement, workforce readiness, leadership development, enrichment programming, technology-based learning, AI-supported instruction, data/evaluation, and other services aligned to the approved grant design. Selected providers must demonstrate relevant experience, capacity to serve the identified student population, ability to meet grant compliance requirements, and willingness to coordinate with Tejano Center leadership and campus-based implementation teams.

Tejano Center will engage the contractor(s) based on Tejano Center's needs. Tejano Center anticipates making multiple awards and will engage in contract(s) as needed to meet client and division needs. These services are the services of either an individual or company (hereby referred to as "Independent Contractor"), who renders services to the Tejano Center on a short or infrequent term, on a fee or per diem basis, and does not involve the traditional relationship of employer and employee. This RFP expressly excludes professional services, as defined by statute, including, but not limited to, Texas Education Code Section 44.031(f) and/or Texas Government Code Section 2254.002(2), including, without limitation, architecture and professional engineering services.

This RFP is not intended to solicit proposals to fund afterschool programs. This RFP is intended to solicit proposals for vendors that provide instruction to students and adults during out-of-school time. Related materials commonly sold by the Independent Contractor to its customers and that are necessary or recommended for use in conjunction with the services offered by the Independent Contractor are also to be a part of this solicitation, in accordance with the requirements and/or restrictions referenced within this RFP.

It is the intention of Tejano Center to establish one or more contract(s) with highly qualified Vendor(s) for ***Project Embrace and other various programs under TCCC Inc.***

- Ability to provide unique content-based services to out-of-school programs.
- Ability to set hourly fee for service-by-service area.
- Capacity to provide in person or virtual services in one or more out-of-school time programs.
- Ability to provide age and developmentally appropriate literacy/numeracy or other opportunities that lead to knowledge acquisition as evidenced by the Vendor Project Information form.
- Using any academic resources and incorporate either literacy/numeracy or other elements into current vendor lesson plans.
- Ability to provide services identified in school locations in **Attachment A**

Vendor(s) shall, at the request of Tejano Center, provide these products and/or covered services under the terms of this RFP and the Contract.

Scope of Work:

Contracted services to be considered in this solicitation may consist of but not limited to:

Out-of-school direct services or virtual services provided in the out-of-school time setting in schools, community centers or other out-of-school time venues.

Provide age-appropriate content for youth served.

Provide one-time educational sessions or multiple sessions.

Submission of timely invoices for services delivered.

Provide program data and narrative summary as requested by *Tejano Center*

a) Qualifications/Experience:

Provide qualified, trained staff at all times with knowledge in content.

Provide necessary materials and consistent personnel to meet activity needs.

Ensure that alternate personnel are available to provide programming in the event of absences.

b) Contractor Requirements:

- Proposer must not be debarred from the federal govt. or Texas Education Agency or other local agency (City or County).
- Proposer must have a federal Taxpayer ID Number (TIN).
- Proposer must be current in franchise taxes.
- Proposer will be an independent contractor and not an agent or employee of TCCC INC.
- Proposer must be solvent and provide evidence of financial stability.
- Proposer must meet the requirements for SB9/CH22 for contractors and subcontractors (See Tejano Center Forms).
- Proposer must not have a Conflict of Interest.
- Proposer must provide the required vendor packet.
- Proposer must meet EDGAR guidelines as applicable if funding for contract is federal funds.

Category # 2.

Scope of Work:

Contracted services to be considered in this solicitation may consist of **Advisors, Coaches, Counselors, Consultants, Speakers, and Trainers** to support the following Departments:

Project Grad: Offers classes to educationally disadvantaged students in the Houston/Harris County metropolitan area. Consultants that provide content classes and other services related to student programs.

Housing: Consultants that provide consulting services for housing related programs.

Grants: Consultant that provide consulting services for child protective related programs and state grants.

Business Services: Through the Business Services division, for any consultants related to professional development,. contracted services for utility aggregation, financial consultants, and other consultant services.

Human Resources: Actively seeks candidates with a passion for education and service through employment and recruitment; compensation administration; training and development; and much more. Consultants that provide personnel services and technical support.

Information Technology (IT) Services: Our team consists of network analysts, systems engineers, storage specialists, application developers, systems analysts, and Service Desk technicians who provide technology planning, implementation, and support. Consultants that provide IT technical services.

Maintenance & Operations: Supports TCCC Inc. by maintaining and improving its campuses, offices and other learning and working environments with cleaning, landscaping, repairs, and many other services. Consultants that support maintenance and operations activities.

Marketing Engagement: Serves as the “go to” source for branding and marketing. Consultants that support recruitment and marketing efforts.

Resource Development/Center for Grants Development: Supports efforts to locate and obtain funds which forward new programs, program enhancement, and expansion needs.

Schools and Programs: Consultants for academic improvement and performance. Consultants for special education services. Locations are on **Attachment A**

Other Consultants: Other consultants that provide a services regarding a program or school.

Specifications:

It is the intention of Tejano Center to establish one or more contract(s) with highly qualified Vendor(s) for *various programs under TCCC Inc.*

TCCC Inc. is looking to obtain proposals from vendors that can provide **Advisors, Coaches, Counselors, Consultants, Speakers, and Trainers** for TCCC Inc.’s various Departments. TCCC Inc. will engage the contractor(s) based on TCCC Inc needs. TCCC Inc. anticipates making multiple awards and will engage in contract(s) as needed to meet client and division needs.

These services are the services of either an individual or company (hereby referred to as “Independent Contractor”), who renders services to the Department on a short or infrequent term, on a fee or per diem basis, and does not involve the traditional relationship of employer and employee. This RFP expressly excludes professional services, as defined by statute, including, but not limited to, Texas

Education Code Section 44.031(f) and/or Texas Government Code Section 2254.002(2), including, without limitation, architecture and professional engineering services.

Related materials commonly sold by the Independent Contractor to its customers and that are necessary or recommended for use in conjunction with the services offered by the Independent Contractor are also to be a part of this solicitation, in accordance with the requirements and/or restrictions referenced within this RFP.

The Tezano Center reserves the right to determine if a specialized service is acceptable and within the scope of services covered by this solicitation.

1.2 Related Materials Sold in Direct Support, and/or in Conjunction with Services Provided

Any related materials commonly sold by the Independent Contractor to its customers in direct support of, and/or in conjunction with, the services it provides may be sold to and purchased by the Tezano Center under this procurement solicitation and resulting contract; however, certain restrictions may apply, as stated herein.

Related materials falling in this category include materials in hard copy or digital format, materials copyrighted or otherwise protected by intellectual property rights held by the Independent Contractor or a third party but which the Independent Contractor is an authorized re-seller/distributor for, and/or software or software licensing for a software/system (either developed by the Independent Contractor or by a third party for which the Independent Contractor is an authorized re-seller/distributor/licensor for) which are produced, distributed, and/or sold by the Independent Contractor in direct support of the services offered.

However, such materials may not be sold or purchased by the Tezano Center if the materials are not acquired in direct support of, and/or in conjunction with, the services being provided by the Independent Contractor or if it is determined, in Tezano Center's sole discretion, that the materials can be procured by the Department under more favorable conditions through another existing Tezano Center contract, through a purchasing cooperative, or through a separate competitive procurement process.

In order for the Independent Contractor to qualify for the sale of such materials, the Independent Contractor must disclose in its response to this solicitation the types of materials it offers and must provide either a price list or disclose the discount from the list price that would apply to purchases by the Tezano Center. As new materials are added by the Independent Contractor to its product list, such materials may be introduced and made available for purchase by the Tezano Center as long as they continue to meet the requirements disclosed herein.

Expressly excluded from this provision 1.2 concerning “related materials” are works made for hire. The Tezano Center shall possess the legal ownership and title to any original data, materials, intellectual property, invention, discovery, or other works made for hire (“Intellectual Property”) made or conceived by Independent Contractor in the course of or in connection with a contract with the Tezano Center. Independent Contractor agrees to promptly and completely inform and disclose to the Tezano Center all such Intellectual Property that Independent Contractor may have produced during the term of any contract with the Tezano resulting from this procurement solicitation.

1.3 Contractor Responsibilities

Independent Contractor shall perform all services and duties and provide all the necessary labor and resources needed to provide the services in a timely manner with professional skill and competence, and in accordance with (i) generally accepted practices of, and pursuant to a standard of care exercised by professionals providing similar services under like circumstances; (ii) all applicable laws, rules, regulations, orders and permits of any federal, state, or local government or quasi-government entity having jurisdiction over any contract resulting from this solicitation; (iii) the terms and conditions of this solicitation and any resulting contract; and (iv) any and all directives or instructions provided or issued by Tezano Center.

Tezano Center deserves the sole right to evaluate the Independent Contractor's performance pursuant to a contract formed in connection with this solicitation, and Independent Contractor agrees to comply with all performance evaluation determinations made by Tezano Center. Independent Contractor further agrees to comply with all reasonable recommendations regarding Contractor's performance made by TCCC Inc. as a result of such evaluation; provided, however, that Tezano Center agrees to provide the Independent Contractor with any and all reports and records related to such evaluation that can be provided under applicable law.

Independent Contractor hereby agrees that its failure to comply with reasonable recommendations of Tezano Center pursuant to any such evaluation shall be considered a breach of contract and may result in termination of the contract.

If awarded a contract as a result of this solicitation, Independent Contractor agrees that Independent Contractor is not an employee of Tezano Center and is solely responsible for all social security, unemployment compensation and taxes, both state and federal. Notwithstanding any provision to the contrary herein, Independent Contractor further agrees that Independent Contractor's services will be performed with reasonable care, skill, judgment, and experience and in a professional business-like manner, with no direct

supervision from Tejano Center. If Independent Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Independent Contractor shall notify Tejano Center's Business Office in writing.

Contractor Requirements:

- Proposer must not be debarred from the federal govt. or Texas Education Agency or other local agency (City or County).
- Proposer must have a federal Taxpayer ID Number (TIN).
- Proposer must be current in franchise taxes.
- Proposer will be an independent contractor and not an agent or employee of TCCC INC.
- Proposer must be solvent and provide evidence of financial stability.
- Proposer must meet the requirements for SB9/CH22 for contractors and subcontractors (See Tejano Center Forms).
- Proposer must not have a Conflict of Interest.
- Proposer must provide the required vendor packet.
- Proposer must meet EDGAR guidelines as applicable if funding for contract is federal funds.

The initial base term of the prospective contract is a period of five years, and Tejano Center may elect to extend any contract awarded pursuant to this RFP for up to one additional one-year renewal terms. At Tejano Center's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. Contract prices, terms and conditions are to remain in force during the transitional period. Should the Contract with Vendor terminate during the initial or any renewal term for any reason, Tejano Center reserves the right to have the same transitional period, prices, terms and conditions as if the Contract terminated at the expiration of that term.

Proposed Timeline (subject to revision):

- Release of RFP **August 14, 2026**
- **Deadline for Receiving Response to RFP: September 15, 2026, at 2:00 pm**
- **Pre Proposer Conference – Optional – August 20, 2026, at 2:00 P.M. via teams. (Contact via email purchasing@tejanocenter.org for the link**
- **Date to request clarifications August 27, 2026**
- **RFPs by email will not be accepted, must be mailed or hand delivered.**
- *Evaluate and Negotiate: September 15, 2026, to September 25, 2026
- *Recommendation/Board Approval: September 29, 2026 – TBA

I. BACKGROUND INFORMATION

Tejano's Raul Yzaguirre School for Success has an enrollment cap of 3,000 students, current enrollment is 2,395, in grades Head Start through 12, on 4 campuses in Houston and one in Brownsville, Texas.

A. Purpose of the Services

The purpose of the Request for Proposals is to request contracted services over the following services:

II. PROPOSAL CONTENT

A. Cover Letter

See conditions for submission of proposal in Section III.

B. Technical Component

To clearly describe the firm's understanding of the work to be done, the interested firm will:

1. Explain the interested firm's approaches to performing the services including the methodology, nature, timing, and extent of services to be performed.
2. Make a statement concerning the independence of the interested firm, including direct and indirect financial interest, and the relationship of the proposed team to employees of Tejano Center and any of the board members.

C. Management Component

The firm interested will provide satisfactory evidence of capability to provide in a professional and timely manner the services stated in the Request for Proposals. To meet this requirement:

C.1 Company Information

- Company overview and years of operation
- Experience providing services for K–12 school districts
- Provide experience in performing school, charter, and government services. List current and past clients along with the names and telephone numbers of contact persons and number of years services were provided.
- Minimum of three (3) references

C.2 Operational Plan

- Approach to operations
- Communication and reporting structure
- Integration with District leadership

C.3 Cost Proposal

- Rates to submit on **Attachment B Worksheet**

C.4 Compliance Documentation

- Licenses and certifications
- Proof of insurance
- No record on non- federal, state or local debarment (www.saw.gov) Provide proof on non-debarment by including any registrations in www.sam.gov
- Submit a Tejano CCC vendor packet (See **Attachment D**)

C.5 Tejano Center Interaction

- Describe the level of assistance that will be expected from Tejano Center personnel, including internal staff; and

D. Task/Activity Plan

The interested firm will specify its ability to meet the estimated hours of operation, timelines and sequence for procedures, and names of staff to be assigned as well as hourly or daily rates.

E. Evaluation

Criteria used to evaluate the interested firm's methodologies, services are shown in **Attachment C**.

III. CONDITIONS FOR SUBMISSIONS OF PROPOSAL (CONTENT)

All proposals in response to this request must meet the following conditions to be considered:

- A. Proposals must include the signed cover sheet (**on page 2**) cover letter clearly stating the name of the firm and the name, address, and telephone number of the interested firm's representative.
- B. Proposals must address each of the requirements as stated in this Request for Proposal.
- C. Proposals shall include **Attachment B** to include the rates for the services.
- D. Tejano CCC reserves the right to reject any and all qualifications, and to negotiate portions thereof. Proposals that address only part of the requirements contained in this Request for Proposal will not be considered.
- E. Tejano CCC reserves the right to select any proposal, considering the quoted estimated fee and other factors.
- F. The interested firm shall furnish such additional information that Tejano CCC may reasonably require.
- G. Tejano CCC will not be liable for any cost incurred in the preparation of proposals; and
- H. Proposals must be signed by an authorized individual to contractually bind their firm when submitting the Proposal. Failure to sign the Proposal will be considered as a "mistake in proposal", and the Proposals will be rejected as "non-responsive".
- I. By submitting a proposal, the interested firm affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.
- J. Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to Tejano if the person or an

owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

K. If any one or more of the provisions contained in this Request for Proposals shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request for Proposals shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

IV. PROCEDURES FOR SUBMITTING PROPOSALS

A. Delivery

Responses to the Request for Proposals should be addressed to:

Purchasing Office RFP 26-4-JA

Tejano Center for Community Concerns

2950 Broadway Street

Houston, Texas 77017

(713) 640-3793 or email to purchasing@tejanocenter.org

Proposals must be received no later than 2:00 p.m. September 15, 2026

Proposals received at Tejano's CCC office after the time and date specified above will not be considered and will be filed unopened.

Oral or telegraphic proposals transmitted via Tejano's CCC facsimile machine are not acceptable. Proposals must be submitted to Tejano CCC in a sealed envelope or emails to purchasing@tejanocenter.org **DO NOT FAX YOUR PROPOSALS.**

B. Number of Copies of Proposals

Submit three (3) copies of the proposals. The proposals are to be bound and sealed are delivered. Only one copy if emailed.

V. ASSISTANCE TO PROPOSERS

Any person wishing to obtain additional information about the Request for Proposals or about the operations of Tejano may contact:

Purchasing Office - Judy De Leon Purchasing Specialist

purchasing@tejanocenter.org

(713) 640-3793

Tejano CCC will send addendums to the RFP to potential firms via email. For any questions and clarifications, please send an email to purchasing@tejanocenter.org containing firm contact name and email address no later than **August 27th, 2026.**

VI. BOARD OF DIRECTORS APPROVAL

Tejano CCC expects to engage a firm with a contract with a one (1) year term and four (4) extensions of one (1) year each. However, the Board of Directors expressly reserves the right to reject all responses to this Request for Proposals and to review the relationship on an annual basis and to formally approve each year's extension. Tejano reserves the right to cancel any contract resulting from this Request for Proposals at any time, for any reason (or for no reason) with a thirty (30) day written notice to the firm. The firm may cancel any resulting contract, at any time for any reason, or for no reason with a ninety (90) day written notice. Any notice required or permitted to be delivered to the firm shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request for Proposals (or as subsequently revised or changed). Any compensation due the firm will be limited to items received and/or services performed and accepted by Tejano. It is possible that the Board could terminate the relationship at any time. However, Tejano does not desire or expect that to be the case and assumes that a long and satisfactory relationship will be the experience.

VII. OTHER INFORMATION

- C. The firm associates will be allowed to work on site after 5:00 p.m. if necessary and desirable. However, it cannot be guaranteed that Staff will be available to answer questions at those times. Arrangements should be made in advance if these after-hours periods are necessary.
- B. The Board of Directors will pass a resolution accepting the written proposal as the understood agreement for services performed and other commitments.

VIII. ADDITIONAL PROVISIONS

Tejano CCC reserves the right to:

1. Accept, reject, re-solicit, and/or extend the RFP by up to two (2) additional weeks from the original submission date if only one or no Statement of Proposals is received by the submission deadline.
2. Hold Statements of Proposals for up to 90 days from the submission date without action.
3. Extend the original 90-holding period prior to the award if agreed upon in writing by both parties;
4. Request additional information or to meet with the representatives from the responding firms to discuss items in the Statement of Proposals before and after submission, any or all of which may be used in forming a recommendation.
5. Disregard and reject the entire Statement of Proposals for any alternations, changes, or deletions made to this RFP by the responding firm; and
6. Retain all Statements of Proposals submitted and to use any ideas in a Statement of Proposals regardless of whether that Statement is selected.

By submitting a response to this RFP, the firm warrants the following:

1. The successful firm warrants that it will not delegate or subcontract its responsibilities under the engagement without the express prior written consent of Tejano CCC.
2. The successful firm warrants that it will not replace or substitute key personnel without Tejano's CCC knowledge and consent.
3. The successful firm warrants that it is willing and able to obtain the following insurance and provide insurance certificates showing Tejano CCC as an additional insured (if allowed by law):

- a. General Liability in the amount of \$2,000,000 general aggregate; \$1,000,000 each occurrence; \$1,000,000 personal and advertised injury limit; and \$1,000,000 damage to premises limit;
 - b. Umbrella Liability in the amount of \$2,000,000;
 - c. Errors and Omissions or Professional Liability in the amount of \$2,000,000.00 each occurrence for willful or negligent acts or the omissions of any officers or employees;
 - d. Employer's Liability in the amount of \$1,000,000.00 by accident, by disease, and by disease – each employee;
 - e. Crime Insurance with extension for Tejano's property coverage in the amount of \$1,000,000.
 - f. Cyber Insurance in the amount of \$1,000,000; and
 - g. Minimum Worker's Compensation as required by Texas State Law.
4. The submission of a response to this RFP shall be prima facie evidence that the proposing firm has full knowledge of the scope, nature, quantity, and quality of the work to be performed, the detailed requirements of the specifications, and the conditions under which the work is to be performed.
5. Respondent shall complete and submit the Conflicts of Interest Questionnaire, which is set out in **Attachment D**.

School Locations:

Tejano Center High School 001 and 042 and 102
2950 Broadway St, Houston, TX 77017

Leonel Castillo Early Childhood Center 103
2101 South St, Houston, TX 77009

North STEM Academy 043
10918 1/2 Bentley St, Houston, TX 77093

BRYSS Brownsville STEM ACADEMY AND HS 101 and 002
2255 N Coria St, Brownsville, TX 78520

RYSS Academy at Pasadena 104
[1062 Fairmont Pkwy, Pasadena, TX 77504](#)

ATTACHMENT A

FINANCIAL OFFER & QUESTIONNAIRE

ATTACHMENT B

Proposers must respond to all questions and identify all costs, fees, or charges for which TCCC Inc. may be billed. Costs not indicated in proposals will not be paid. Proposers are to provide written documentation for any exceptions.

Pricing

(a) IF you are to be paid PER HOUR, please give your HOURLY RATE. (Note: This is the maximum rate that TCCC Inc. will pay for your services. Quotes may be requested at the time services are needed).

\$ _____

Service Description: Describe the service(s) that apply to this hourly rate:

Minimum Hours: If you would bill for a minimum number of hours, then please indicate the minimum number of hours you would bill TCCC Inc. for. If you would not charge for a minimum number of hours, then please indicate "Not Applicable":

(b) IF you are to be paid PER DAY, please give your DAILY RATE.

\$ _____

Service Description: Describe the service(s) that apply to this daily rate:

Number of Hours in a Work Day: TCCC Inc. would normally consider 8-hours of work to be a full work day. If your daily rate would consist of more or fewer hours, please indicate the number of hours in a full work day.

(c) IF you are to be paid a ONE TIME, LUMP SUM payment, please give your rate.

\$ _____

Service Description: Describe the service(s) you would bill based on a one-time, lump sum payment:

(d) IF you are to be paid PER EVENT, please give your PER-EVENT RATE
(Examples of this type of service may include, but not be limited to: speaker at

\$ _____

Service Description: Describe the service(s) you would bill per event, if applicable:

(e) Percent discount on any materials you would sell in support of the services to be offered with this solicitation. If you are not offering a specific discount on materials, and you have provided an attachment with your price list or other form of pricing structure, then please indicate such. (Note: this is the minimum discount that would apply for the materials you describe)

_____ %

Indicate what type of materials apply to the percent discount offered:

(f) Will the Independent Contractor require reimbursement for costs (e.g. air travel, lodging, per diem, handouts, and all other Department authorized expenses) associated with the services provided, OR are such costs included within the services fees? (Check applicable box)

- ☐ Independent Contractor will require reimbursement for costs associated with the services provided
- ☐ Costs associated with the services provided are included in Independent Contractor's fee(s)

ATTACHMENT C

Evaluation Worksheet

This worksheet is to be used to document Tezano CCC evaluation of the interested firms' qualifications. Points within the ranges specified are to be assigned to the below-listed criteria as a means for quantifying the relative strengths and weaknesses of the various qualifications.

If oral interviews are necessary to break a tie or for making final clarification in the evaluation process, additional points may be awarded. While the total score is a significant factor, the requester of the services reserves the right to consider other factors in making a final selection.

II. Technical Criteria POINTS

Qualifications which have met each of the criteria in Section I above will be evaluated on the following criteria:

Evaluation Factors	Weighted Value	
1. Price	25	Points
2. Reputation of Vendor and of Vendor's goods and/or services (References)	20	Points
3. Quality of Vendor's goods and/or services	25	Points
4. Extent to which the goods and/or services meet Tezano Center's needs	25	Points
5. Vendor's past relationship with Tezano Center	5	Points
6. Impact on the ability of Tezano Center to comply with laws and rules relating to HUBs	0	Points
7. Total long-term cost to Tezano Center to acquire Vendor's goods and/or services	0	Points
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner:		
(A) has its principal place of business in this state; or		
(B) employs at least 500 persons in this state	0	Points
9. Other	<u>0</u>	<u>Points</u>

100 Points

Tejano Center Vendor Packet

All vendors doing business with Tejano Center must complete and submit a Vendor Packet that consists of the following documents:

1. Vendor Information Form
2. Conflict of Interest
3. W-9 Form
4. Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form
5. Felony Conviction Notification
6. Certificate of Residency
7. Ch. 22 Contractor/Subcontractor Certification Form (If in direct contact with students)
8. EDGAR Certifications

The completed vendor packet must be faxed or e-mailed to purchasing@tejanocenter.org. If a Tejano Center representative requested that you submit this vendor packet, please include the name of the individual on your fax or email. Upon receipt, you and/or your company will be set up as a vendor with Tejano Center.

Tejano Center Vendor Information Form

Trade Name (dba): _____

Legal Name (if different): _____

Website: _____

Primary Address: _____

City: _____ State: _____ Zip Code: _____

Country: _____

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

Remittance Address: _____

City: _____ State: _____ Zip Code: _____

Country: _____

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

Contact Name: _____

Title: _____

Email: _____

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

Years in Business: _____ Number of Employees: _____

Company Name that will be shown on your email for payment:

Email address where purchase orders are to be sent:

Goods or services provided by your company:

Business Type (Check One):

- ☐ Retailer
- ☐ Wholesaler
- ☐ Manufacturer

- ☐ Distributer
- ☐ Contractor
- ☐ Consultant

- ☐ Service Provider
- ☐ Manufacturer Agent
- ☐ Broker

CONFLICT OF INTEREST

Charter is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Any vendor who does business with CHARTER or who seeks to do business with CHARTER must complete the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of CHARTER or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of CHARTER, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of CHARTER.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity, including a charter school. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

“Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

- **Charter Board of Directors and Chief Executive Officer include:**

Dr. Adriana Tamez, President and CEO	Maria P Gonzalez Member
David Corpus, TCCC Chair & RYSS Vice Chair	
Anthony Magdaleno RYSS Chair & TCCC Vice Chair	
Margaret Dunlap Secretary	Gina De Leon, Member
Marco Martinez Treasurer	Genesis Loera, Member

- **Current local government officers include, but are not limited to:**

Marcia Leiva	Dr. Jesus Amezcua	Diego Calderon
Graciana Garces	Juan Santos	

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:		Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

I. READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: _____

Print Name and Title: _____

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, codified as Texas Education Code § 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This notice is not required of a publicly held corporation.

I, the undersigned for the firm named below, certify that the information concerning notification of felony convictions has been by me and the following information furnished is true to the best of my knowledge.

Company: _____

Company Official _____

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of authorized agent: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of authorized agent: _____

C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual (s): _____

Details of conviction (s): _____

Signature of authorized agent: _____

Certificate of Residency

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for CHARTER to determine the residency of its bidders/proposers for construction related services. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident bidder’ refers to a person who is not a resident.
- (4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

“A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) The amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located; or
- (2) The amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

- (1) the state in which the nonresident’s principal place of business is located; or
- (2) A state in which the nonresident is a resident manufacturer.”

I certify that _____
(Name of Company Bidding/Proposing)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder/Proposer
_____ Non-resident Bidder/Proposer

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of _____ in the state of _____.

Signature of Authorized Company Representative

Print Name

_____ Title _____ Date

Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with open-enrollment charter schools ("Contractors") and entities that contract with open-enrollment charter school contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at an open-enrollment charter school. Contractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to CHARTER; and (2) provide a copy of this form to each subcontractor for completion certifying compliance with the requirements of Texas Education Code Chapter 22 to CHARTER and Contractor.

Criminal history records will be obtained by either the Contractor/Subcontractor or CHARTER, as follows:

- (1) **Contractor/Subcontractor:** Pursuant to guidance from the Texas Education Agency, the only contractors/subcontractors who will be granted access to fingerprint criminal history are those who qualify for access under the National Child Protection Act (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas. All entities qualifying for access under the NCPA are required to obtain their covered employees' criminal histories, certify compliance to CHARTER (and, in the case of a Subcontractor, certify compliance to Contractor and CHARTER), and obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor/subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.
- (2) **CHARTER:** All entities who do not qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide "care or care placement services" or are not based in Texas) are required to follow the instructions listed below, so that CHARTER may obtain their covered employees' criminal histories, as applicable.
Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should CHARTER pay any costs of fingerprinting Contractor/Subcontractor employees. Contractor agrees to reimburse CHARTER for such costs; in the event Contractor fails to reimburse CHARTER for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that CHARTER may deduct such costs from any payment due and owing by Charter to Contractor.

Definitions:

Covered employees: Employees of a contractor/subcontractor who have or will have continuing duties related to the service to be performed at an open-enrollment charter school and have or will have direct contact with students. CHARTER will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. See 19 TEX. ADMIN. CODE §153.1101(2).

Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. See 19 TEX. ADMIN. CODE §153.1101(7).

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

- For employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work: (1) a conviction or other criminal history information designated by CHARTER; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.08341(d), that is: conviction during the preceding 30 years (if at the time of the offense, the victim was under 18 or was enrolled in a public school) of: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).
- For employees of all other contracting or subcontracting entities: (1) a conviction or other criminal history information designated by CHARTER; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- For employees hired by Contractor/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.
- For employees hired by Contractor/Subcontractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of _____ ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Charter ("CHARTER") (and, in the case of a Subcontractor, certify to Contractor and CHARTER) that [check one]:

☒ None of the employees of Contractor/Subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If CHARTER, in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide CHARTER with the name, date of birth, and any other requested information of such covered employees so that CHARTER may obtain criminal history record information on the covered employees, upon request of CHARTER.

Or

☐ Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/ Subcontractor qualifies for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) Contractor/Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify CHARTER in writing within 3 business days.
- (3) Upon request, Contractor/Subcontractor will provide CHARTER with the name, date of birth, and any other requested information of covered employees so that CHARTER may obtain criminal history record information on the covered

employees.

Or

☒ Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) For all covered employees hired by Contractor/Subcontractor before January 1, 2008, Contractor/Subcontractor has obtained all required criminal history record information. None of the covered employees has a disqualifying criminal history. If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify CHARTER in writing within 3 business days. Upon request, Contractor/Subcontractor will provide CHARTER with the name, date of birth, and any other requested information of covered employees so that CHARTER may obtain criminal history record information on the covered employees.
- (2) For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008, Contractor/Subcontractor has attached a separate page(s) listing the following information regarding each covered employee, so that CHARTER may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); and (b) Date of birth.
- (3) Contractor/Subcontractor shall provide CHARTER's "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Any covered employee whose criminal history record information is not received by CHARTER at least ten (10) CHARTER business days prior to the start of the services to be performed by Contractor/Subcontractor at CHARTER is subject to exclusion from service, in CHARTER's sole discretion, until his or her criminal history record information can be obtained and reviewed by CHARTER. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.** In accordance with the Texas Education Agency guidance, because Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the NCPA, it will not be permitted to view the criminal history record information from DPS.
- (4) Contractor/Subcontractor agrees that CHARTER will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by CHARTER through the procurement and/or contracting processes, to determine, in CHARTER's sole discretion, whether any covered employee(s) should be prohibited from serving at CHARTER. CHARTER will notify Contractor/Subcontractor of its determination.
- (5) If CHARTER at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at CHARTER, in CHARTER's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by CHARTER through the procurement and/or contracting processes, CHARTER will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

If CHARTER, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by CHARTER through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at CHARTER.

I also certify to CHARTER (and, in the case of a Subcontractor, certify to Contractor and CHARTER) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Title

Date

***** Upon contract award and/or initiation of PO/contract from CHARTER, the winning proposer/Contractor will be provided CHARTER's service code form to have its and its subcontractors' covered employees fingerprinted, or if Contractor's and/or its subcontractors' covered employees have already been fingerprinted by a Texas school district or charter schools, Contractor shall provide covered employees' full names, dates of birth, and other information requested by CHARTER to access covered employees' criminal history information.**

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when CHARTER expends federal funds for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order (PO), the following terms and conditions shall control. **Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between CHARTER and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when CHARTER expends federal funds, CHARTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when CHARTER expends federal funds, CHARTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event (1) Vendor fails to meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) Vendor fails to make any payments owed; (3) Vendor fails to otherwise perform in accordance with the contract and/or the procurement solicitation; or (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or CHARTER CHARTER also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if CHARTER believes, in its sole discretion that it is in the best interest of CHARTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by CHARTER as of the termination date if the contract is terminated for convenience of CHARTER Any award under this procurement process is not exclusive and CHARTER reserves the right to purchase goods and services from other vendors when it is in CHARTER's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339),

as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when CHARTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when CHARTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when CHARTER expends federal funds, Vendor certifies that

Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by CHARTER resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by CHARTER, Vendor certifies that during the term of an award for all contracts by CHARTER resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by CHARTER, Vendor certifies that during the term of an award for all contracts by CHARTER resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by CHARTER, Vendor certifies that during the term of an award for all contracts by CHARTER resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written

notice to CHARTER if at any time Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. CHARTER may rely upon a certification of Vendor that the Vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless CHARTER knows the certification is erroneous.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by CHARTER, Vendor certifies that during the term and after the awarded term of an award for all contracts by CHARTER resulting from this procurement process, the Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- I. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended by CHARTER, CHARTER and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by CHARTER, INC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by CHARTER, INC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does Vendor agree? YES Initials of Authorized

Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY—2 C.F.R. § 200.215

When federal funds are expended by CHARTER for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, CHARTER will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. CHARTER has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does Vendor agree? YES Initials of Authorized

Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT—2 C.F.R. § 200.216

CHARTER, INC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 C.F.R. § 200.216. The Vendor certifies that vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Does Vendor agree? YES _____ Initials of Authorized

Representative of Vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2
C.F.R. § 200.334**

When federal funds are expended by CHARTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS,
SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF
FEDERAL FUNDS**

When federal funds are expended by CHARTER for any contract resulting from this procurement process in excess of \$100,000, the Vendor certifies that the Vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 C.F.R. Part 15.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When CHARTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of CHARTER not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

The Buy American Act, including the regulations promulgated by USDA and TDA, requires public school districts, including CHARTER, participating in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds to purchase domestic commodities or products, to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by CHARTER. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and CHARTER concerning the Buy American Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that CHARTER, the Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND
COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322**

As appropriate and to the extent consistent with law, CHARTER has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to

the greatest extent practicable under a Federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____